## REMARKS/ARGUMENTS

Claims 1-14, 16, 20-27 and 29-35 are pending in the present application. Reconsideration of the claims is respectfully requested.

### I. Claim Objection

Claim 1 was objected to due to an informality, with the Examiner advising removal of the word "for" with no reason given for such word removal requirement. Applicants have not amended the claim in accordance with the Examiner's suggested change, as such change would make the claim unclear as to what is performing the steps of 'storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract, storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules, generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract, and interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract" – which per unamended Claim 1 are performed by 'a computer'. Thus, Applicants are not amending Claim 1 as advised, in order that Claim 1 remains compliant with 35 U.S.C. § 112, second paragraph.

Therefore, the objection to the claim has been overcome.

### II. 35 U.S.C. § 102, Anticipation

Claims 1-14, 16, 20-27 and 29-35 stand rejected under 35 U.S.C. § 102(e) as being anticipated by Ketterer (U.S. Publication No. 2002/0052814). This rejection is respectfully traversed.

The cited Ketterer reference is not a valid 102(e) reference, as the filing date of this reference (July 10, 2001) *does not predate the filing date of the present application* (April 6, 2001). Thus, for this reason alone, Claims 1-14, 16, 20-27 and 29-35 have been erroneously rejected under 35 U.S.C. § 102(e) as being anticipated by Ketterer.

While Ketterer references a related provisional application No. 60/217,097 filed on July 10, 2000, the cited Ketterer reference is not afforded the benefit of this provisional filing date for several reasons. *First*, a non-provisional application is afforded the benefit of the filing date of the provision application if (1) the nonprovisional application is filed not later than 12 months after the date on which the provisional application was filed (35 U.S.C. § 119(e)(1), and (2) the disclosure in the non-provisional application is coextensive with the disclosure in the provisional application. The Ketterer reference was not filed 'not later than 12 months after' the filing date of the provisional application, as it was filed *12 months and 1 day* after the filing date of the provisional application, and therefore Ketterer was filed *later than 12*

*months after* the filing date of the provisional application. Thus, it is not afforded the benefit of the provisional application filing date, per 35 U.S.C. § 119(e)(1).

*Second*, the disclosure contained within this provisional application is not co-extensive with the disclosure in the cited Ketterer reference, and accordingly all of the Ketterer disclosure is not afforded the filing date of this provisional application. For example, the Ketterer passages cited in rejecting Claim 1 (paragraphs [0003], [0005], [0012] and [0198]) are not even contained in this referenced provisional application. Thus, all of the disclosure in the Ketterer reference is not afforded the filing date of the provisional application as the disclosure in these two documents are not co-extensive with one another.

In addition, the description in the provisional application regarding producing required document for the sale of real estate is as follows (Ketterer provisional application, page 13 of 16, Section 10.3):

> "10.3 Produce required documentation to comply with state law.
> Assuming financing is obtained, or a cash transaction is agreed to, the seller and/or buyer access, print and complete all required documentation for legal sale in the state in which the subject real estate exists. The invention has a utility which enables both seller and buyer/prospective buyer to access all relevant state law related to the sale of residential or commercial real estate (as appropriate) and *to access and print all documentation and forms required by law* in the state in which the property exists. Further, the tool will provide *instructions for completing all forms and documentation*. Further, the invention allows the seller to put the subject real estate in a "pending sale" status and, at the time, provide the scheduled closing date. When in a "pending sale" status, the subject real estate will continue to be listed on the invention, but highlighted with an icon and text indicating the subject real estate is in a "pending sale" status. While in a "pending sale" status, prospective buyers and/or sellers may not schedule showing time(s)/alternate showing time(s) for the subject real estate or perform any other functions related to the showing, negotiation and closing of sale for the subject real estate with any other than the brokered seller-buyer pair. When applying a "pending sale" status, the invention will recommend the employ of real estate lawyers for both the seller and the buyer in order to *review all completed documentation* and to be present at the closing event to ensure the sale is legal and binding in the state in which the property exists."

As can be seen, even if one were to improperly use the teachings in the Ketterer provisional application in rejecting Claim 1, the only thing that is described by such provisional application is (1) documents can be accessed and printed, (2) instructions are provided for completing such documents, and (3) completed

documentation is reviewed by lawyers. Accessing and printing of documents, and manual *user completion thereof according to provided instructions*, does not teach (or otherwise suggest) the particular claimed features recited in Claim 1 of "a computer for: storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract, storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules, generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract, and interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract". Therefore, even if one were to improperly use the Ketterer provisional application in the rejection of Claim 1, there are still numerous missing claimed features that are not taught therein.

Even assuming arguendo that the cited Ketterer reference were a proper 35 U.S.C. § 102(e) reference (which it is not, as described in detail above), there are numerous claimed features recited in Claim 1 that are not taught by this improperly cited reference. For a prior art reference to anticipate in terms of 35 U.S.C. 102, *every element of the claimed invention must be identically shown in a single reference*. *In re Bond*, 910 F.2d 831, 15 USPQ2d 1566 (Fed. Cir. 1990). In rejecting Claim 1, the Examiner asserts that every element recited in such claim is taught by Ketterer in paragraphs [0003], [0005], [0012] and [0198]. Applicants show numerous and substantial error in such assertion, as follows.

Ketterer cited paragraph [0003] describes problems associated with real estate marketing and sales – including inefficiencies, shortcomings and limitations. This cited paragraph does not teach each of the claimed features of "a computer for: storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract, storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules, generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract, and interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract", all of which are expressly recited in Claim 1.

Ketterer cited paragraph [0005] describes brokerage costs associated with a real estate transaction. This cited paragraph does not teach each of the claimed features of "a computer for: storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract, storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules, generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract, and interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract", all of which are expressly recited in Claim 1.

Ketterer cited paragraph [0012] generally describes system features associated with a virtual brokerage feature, including providing the seller and buyer with data regarding the subject real estate market so that both seller and buyer can be informed about the recent sales prices of similar real estate in the subject market, providing guidance on negotiation techniques for both seller and buyer, and end-to-end execution of the real estate marketing and sales process. This cited paragraph does not teach each of the claimed features of "a computer for: storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract, storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules, generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract, and interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract", all of which are expressly recited in Claim 1.

Ketterer cited paragraph [0198] describes that a seller, when prompted by an electronic email message, accesses and updates a real estate record to change a closing date for a real estate transaction or re-activating a real estate record by removing the pending sale status. This cited paragraph does not teach each of the claimed features of "a computer for: storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract, storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules, generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract, and interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract", all of which are expressly recited in Claim 1. Thus, none of the Ketterer passages cited by the Examiner in rejecting Claim 1 teach any of the computer implemented steps recited in such claim, and thus even assuming arguendo that the cited Ketterer reference were a proper 35 U.S.C. § 102(e) reference (which it is not, as described in detail above), there are numerous claimed features recited in Claim 1 that are not taught by this improperly cited reference and therefore this improperly cited reference does not anticipate Claim 1.

Thus, it is urged that Claim 1 has been erroneously rejected under 35 U.S.C. § 102(e) for the numerous reasons given above.

Applicants initially traverse the rejection of Claims 2-6, 14 and 16 for reasons given above with respect to Claim 1 (of which Claims 2-6, 14 and 16 depend upon).

Further with respect to Claim 2, the cited Ketterer reference does not teach the claimed feature of "the computer further stores at least one product list filter for generating a list of a specified subset of products from a master list of products, and generates links between the product list filter, the terms and

conditions set and the master list of products", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 2.

Further with respect to Claim 3, the cited Ketterer reference does not teach the claimed feature of "the product list filter comprises a plurality of tiers, each tier generating a list of a different subset of products", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 3.

Further with respect to Claim 4 (and dependent Claim 5), the cited Ketterer reference does not teach the claimed feature of "the contract comprises dynamic elements which can be unilaterally altered by either the seller or the buyer", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 4 (and dependent Claim 5).

Further with respect to Claim 5, the cited Ketterer reference does not teach the claimed feature of "the product list filter is a dynamic element", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 5.

Further with respect to Claim 6, the cited Ketterer reference does not teach the claimed feature of "the contract is locked by the implementation of digital signatures", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 6.

Further with respect to Claim 14, the cited Ketterer reference does not teach the claimed feature of "a communications interface for receiving information from one of the seller and the buyer, wherein the communications interface displays selected information based on terms and conditions in the contract, and a computer for storing the contract terms and conditions, receiving the information and referencing the terms and conditions of the contract to process the information", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 14.

Further with respect to Claim 16, the cited Ketterer reference does not teach the claimed feature of "the contract contains representation criteria comprising product selection criteria or products exclusion criteria, or both, and the communications interface displays a filtered products list comprising a subset of products from a master product list", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 16.

Applicants initially traverse the rejection of Claim 7 (and dependent Claims 8-13) for similar reasons to those given above with respect to Claim 1.

Further with respect to Claim 8, the cited Ketterer reference does not teach the claimed feature of "storing at least one product list filter for generating a list of a specified subset of products from a master list of products" and "generating links between the product list filter, the terms and conditions set and the master list of products", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 8.

Further with respect to Claim 9, the cited Ketterer reference does not teach the claimed feature of "the product list filter comprises a plurality of tiers, each tier generating a list of a different subset of products", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 9.

Further with respect to Claim 10, the cited Ketterer reference does not teach the claimed feature of "the contract comprises dynamic elements which can be unilaterally altered by either the seller or the buyer", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 10.

Further with respect to Claim 11, the cited Ketterer reference does not teach the claimed feature of "the product list filter is a dynamic element", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 11.

Further with respect to Claim 12, the cited Ketterer reference does not teach the claimed feature of "the contract is locked by the implementation of digital signatures", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 12.

Further with respect to Claim 13, the cited Ketterer reference does not teach the claimed feature of "communicating the contract to the seller or to the buyer for amendment or approval" that occurs between the 'generating' and 'interlocking' steps, nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 13.

Further with respect to Claim 20, the cited Ketterer reference does not teach the claimed feature of "A computer program product for use with a computer, the computer program product comprising a computer usable medium having computer readable program code embodied in said medium for generating a contract between at least one seller and at least one buyer", said computer program product having "computer readable program code means for storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract", "computer readable program code for storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules", "computer readable program code for generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract", and "computer readable program code for interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 20. Applicants further traverse the rejection of Claim 20 for similar reasons to those given above with respect to Claim 1.

Further with respect to Claim 21, the cited Ketterer reference does not teach the claimed feature of program code for "storing at least one product list filter for generating a list of a specified subset of

products from a master list of products", or program code for "generating links between the product list filter, the terms and conditions set and the master list of products", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 21.

Further with respect to Claim 22, the cited Ketterer reference does not teach the claimed feature of "the product list filter comprises a plurality of tiers, each tier generating a list of a different subset of products", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 22.

Further with respect to Claim 23, the cited Ketterer reference does not teach the claimed feature of "the contract comprises dynamic elements which can be unilaterally altered by either the seller or the buyer", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 23.

Further with respect to Claim 24 (and dependent Claim 26), the cited Ketterer reference does not teach the claimed feature of "the product list filter is a dynamic element", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 24 (and dependent Claim 26).

Further with respect to Claim 25, the cited Ketterer reference does not teach the claimed feature of "the contract is locked by the implementation of digital signatures", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 25.

Further with respect to Claim 26, the cited Ketterer reference does not teach the claimed feature of "program code embodied in said medium for communicating the contract to the seller or to the buyer for amendment or approval", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 26.

Further with respect to Claim 27, the cited Ketterer reference does not teach the claimed feature of "computer readable program code for receiving information from one of the seller and the buyer via a communications interface, wherein the communications interface displays selected information based on terms and conditions in the contract, and computer readable program code for referencing the terms and conditions of the contract to process the information", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 27.

Further with respect to Claim 29, the cited Ketterer reference does not teach the claimed feature of "providing the contract with representation criteria comprising product selection criteria or products exclusion criteria, or both, wherein the communications interface displays a filtered products list comprising a subset of products from a master product list", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 29.

Applicants initially traverse the rejection of Claim 30 (and dependent Claims 31-35) for similar reasons to those given above with respect to Claim 1.

Further with respect to Claim 31, the cited Ketterer reference does not teach the claimed feature of "means for storing at least one product list filter for generating a list of a specified subset of products from a master list of products, and means for generating links between the product list filter, the terms and conditions set and the master list of products", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 31.

Further with respect to Claim 32, the cited Ketterer reference does not teach the claimed feature of "the product list filter comprises a plurality of tiers, each tier generating a list of a different subset of products", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 32.

Further with respect to Claim 33, the cited Ketterer reference does not teach the claimed feature of "the contract comprises dynamic elements which can be unilaterally altered by either the seller or the buyer", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 33.

Further with respect to Claim 34, the cited Ketterer reference does not teach the claimed feature of "the product list filter is a dynamic element", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 34.

Further with respect to Claim 35, the cited Ketterer reference does not teach the claimed feature of "the contract is locked by the implementation of digital signatures", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 35.

Therefore, the rejection of Claims 1-14, 16, 20-27 and 29-35 under 35 U.S.C. § 102(e) as being anticipated by Ketterer has been overcome.

## III. 35 U.S.C. § 102, Anticipation

Claims 1-14, 16, 20-27 and 29-35 stand rejected under 35 U.S.C. § 102(e) as being anticipated by Raveis, Jr. (U.S. Publication No. 2001/0047282). This rejection is respectfully traversed.

These Claims 1-14, 16, 20-27 and 29-35 were previously rejected under 35 U.S.C. § 103 in an Office Action dated April 18, 2005. Extensive prosecution of such rejection resulted in these same claims being allowed in an Office Action dated January 3, 2007 (on page 2, section #3 of such Office Action, the Examiner states "Claims 1-14, 16, 20-27 and 29-35 are allowed over the prior art of record"). Again, the prior art of record included the currently cited Raveis reference, which had previously been a reference used in a 35 U.S.C. § 103 rejection of these same claims, and such rejection had been overcome by Applicants' extensive prosecution occurring over an almost two (2) year period. Now, incredibly, in the

current Office Action dated June 15, 2007, the Examiner has withdrawn the allowance of these *same claims* and rejected these *same claims* under 35 U.S.C. § 102 using this *same Raveis reference*, with the Examiner's reason that is given in the withdrawal of the allowance and subsequent rejection using this same Raveis reference:

> "Regarding the status of the claims in the instant application, the Examiner has found new prior art. The Examiner is obliged to apply the newly found prior art".

Applicants respectfully submit that to the extent the claims are being rejected upon such newly found art, the Examiner is correct. Yet, as to the present rejection of these Claims 1-14, 16, 20-27 and 29-35 under the previously cited Raveis reference, and which was extensively prosecuted over a nearly two year period, the Examiner is incorrect. It is clear error to previously reject claims using a reference (under 35 U.S.C. § 103), allow the claims in view of this same reference after extensive prosecution over an almost two year period, withdraw the allowance of these claims, and then re-reject these *same claims* using this *same reference* (under 35 U.S.C. § 102) with the reason being given that *new prior art has been found.*

Still further, and specifically with respect to Claim 1, it is urged that the cited Raveis reference does not teach the claimed features of "storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract", or "storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules". Because there is no teaching of these business rules and a terms and conditions set, it similarly follows that there is no teaching of "generating links between the compilation of *business rules* and the *terms and conditions set* to generate specific terms and conditions to be embodied in the contract" and "interlocking the compilation of *business rules*, the *terms and conditions set* and the links to lock the contract". The Examiner themselves, in an Office Action dated April 18, 2005, explicitly admitted that Raveis did not teach these claimed features. For example, on page 3 of such Office Action, the Examiner states:

> "Raveis fails to explicitly disclose wherein said compilation of business rules and storing terms and conditions".

Thus, by the Examiner's own admission, the cited Raveis reference does not teach the claimed features of "storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract", or "storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules". Because there is *no* teaching of

these *business rules* and a *terms and conditions set*, it similarly follows that there is no teaching of "generating links between the compilation of *business rules* and the *terms and conditions set* to generate specific terms and conditions to be embodied in the contract" (as there is no description of business rules and terms and conditions that can be linked) and "interlocking the compilation of *business rules*, the *terms and conditions set* and the links to lock the contract" (as there is no description of business rules and terms and conditions that can be interlocked). Thus, it is urged that Claim 1 has been erroneously rejected under 35 U.S.C. § 102(e) as every element recited in such claim is not identically shown in the cited Raveis reference.

In the present Office Action, the Examiner now alleges that Raveis teaches "compilation of business rules and storing terms and conditions" at Raveis paragraphs [0116] and [0134]. Applicants urge error. As to the Raveis cited passage at paragraph [0116], there Raveis states:

> "[0116] The final step in the sales transaction is the calculation of commissions. Agent Commissions are determined based on many parameters including: selling price of the home; agreed upon splits between the selling and listing agents; agreed upon commission shares between multiple agents on the selling side and listing side; current commission splits for agents based on earning schedules; marketing adjustment; and miscellaneous adjustments. Manager commissions are determined based on many parameters including without limitation: Agent commissions; and Predetermined percentages per office. Interfaces must be available to handle office commissions, international referrals and relocation referrals and adjustments."

Calculating a commission, as described by the cited Raveis paragraph [0116], does not teach the claimed features of "storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract", or "storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules", as expressly recited in Claim 1. As to the cited Raveis passage at paragraph [0134], there Raveis states:

> "[0134] When an agent creates a new referral, the expiration date is set to the Open Date plus the expiration term set per office for the office in which the referring agent is associated. Most offices are the same with the exception of other departments, e.g., relocation, mobility plus, and the like. The expiration date cannot be manually changed. The open date is defaulted to today's date, but can be changed to seven days prior to today. This assumes that people enter a referral within seven days of identifying the

> referral. The open date must be prior to the renewal date and the close date. The renewal date must be prior to the close date and after the open date. When updating a referral, the open date cannot be changed. The renewal date can be updated which changes the expiration date based on the referral term."

As can be seen, this cited passage describes various actions that occur when creating a new referral, including an open date, an expiration date and a close date. This cited passage does not teach the claimed features of "storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract", or "storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules", as expressly recited in Claim 1. Thus, and contrary to the Examiner's assertion, Ravies paragraphs [0116] and [0134] do not teach the claimed features associated with the claimed business rules and terms and conditions set.

Still further regarding Claim 1 and the claimed 'interlocking' stop, in the most recent Office Action, the Examiner themselves acknowledges there are missing claimed features not taught by the cited reference. For example, on page 4 of the present Office Action dated June 15, 2007, the Examiner states:

> "it is obvious to realize that all business transaction contracts have a locking date or process, specifically, real estate contracts".

Thus, the Examiner's own assertion that an item is obvious, in and of itself, is an admission that this claimed feature is not taught by the cited reference, and therefore this reference does not anticipate Claim 1 as all features recited therein are not identically shown in a single reference.

Even assuming arguendo that it is obvious for a contract to have a locking date (which Applicants deny), the features of Claim 1 are not directed to a locking date, but instead are directed to a technique for *locking the contract* – with such contract locking technique being provided by interlocking (i) the compilation of *business rules*, (ii) the *terms and conditions set* and (iii) the links. An assertion that it is obvious that a contract has a locking date does not establish any specific teaching in the cited reference of the specific claimed feature of "interlocking the compilation of *business rules*, the *terms and conditions set* and the links" to lock a contract. Thus, it is further shown that Claim 1 has been erroneously rejected as being anticipated by the cited Raveis reference.

Thus, it is urged that Claim 1 has been erroneously rejected under 35 U.S.C. § 102(e) for the numerous reasons given above.

Applicants initially traverse the rejection of Claims 2-6, 14 and 16 for reasons given above with respect to Claim 1 (of which Claims 2-6, 14 and 16 depend upon).

Further with respect to Claim 2, the cited Raveis reference does not teach the claimed feature of "the computer further stores at least one product list filter for generating a list of a specified subset of products from a master list of products, and generates links between the product list filter, the terms and conditions set and the master list of products", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 2.

Further with respect to Claim 3, the cited Raveis reference does not teach the claimed feature of "the product list filter comprises a plurality of tiers, each tier generating a list of a different subset of products", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 3.

Further with respect to Claim 4 (and dependent Claim 5), the cited Raveis reference does not teach the claimed feature of "the contract comprises dynamic elements which can be unilaterally altered by either the seller or the buyer", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 4 (and dependent Claim 5).

Further with respect to Claim 5, the cited Raveis reference does not teach the claimed feature of "the product list filter is a dynamic element", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 5.

Further with respect to Claim 6, the cited Raveis reference does not teach the claimed feature of "the contract is locked by the implementation of digital signatures", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 6.

Further with respect to Claim 14, the cited Raveis reference does not teach the claimed feature of "a communications interface for receiving information from one of the seller and the buyer, wherein the communications interface displays selected information based on terms and conditions in the contract, and a computer for storing the contract terms and conditions, receiving the information and referencing the terms and conditions of the contract to process the information", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 14.

Further with respect to Claim 16, the cited Raveis reference does not teach the claimed feature of "the contract contains representation criteria comprising product selection criteria or products exclusion criteria, or both, and the communications interface displays a filtered products list comprising a subset of products from a master product list", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 16.

Applicants initially traverse the rejection of Claim 7 (and dependent Claims 8-13) for similar reasons to those given above with respect to Claim 1.

Further with respect to Claim 8, the cited Raveis reference does not teach the claimed feature of "storing at least one product list filter for generating a list of a specified subset of products from a master

list of products" and "generating links between the product list filter, the terms and conditions set and the master list of products", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 8.

Further with respect to Claim 9, the cited Raveis reference does not teach the claimed feature of "the product list filter comprises a plurality of tiers, each tier generating a list of a different subset of products", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 9.

Further with respect to Claim 10, the cited Raveis reference does not teach the claimed feature of "the contract comprises dynamic elements which can be unilaterally altered by either the seller or the buyer", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 10.

Further with respect to Claim 11, the cited Raveis reference does not teach the claimed feature of "the product list filter is a dynamic element", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 11.

Further with respect to Claim 12, the cited Raveis reference does not teach the claimed feature of "the contract is locked by the implementation of digital signatures", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 12.

Further with respect to Claim 13, the cited Raveis reference does not teach the claimed feature of "communicating the contract to the seller or to the buyer for amendment or approval" that occurs between the 'generating' and 'interlocking' steps, nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 13.

Further with respect to Claim 20, the cited Raveis reference does not teach the claimed feature of "A computer program product for use with a computer, the computer program product comprising a computer usable medium having computer readable program code embodied in said medium for generating a contract between at least one seller and at least one buyer", said computer program product having "computer readable program code means for storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract", "computer readable program code for storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules", "computer readable program code for generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract", and "computer readable program code for interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim

20. Applicants further traverse the rejection of Claim 20 for similar reasons to those given above with respect to Claim 1.

Further with respect to Claim 21, the cited Raveis reference does not teach the claimed feature of program code for "storing at least one product list filter for generating a list of a specified subset of products from a master list of products", or program code for "generating links between the product list filter, the terms and conditions set and the master list of products", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 21.

Further with respect to Claim 22, the cited Raveis reference does not teach the claimed feature of "the product list filter comprises a plurality of tiers, each tier generating a list of a different subset of products", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 22.

Further with respect to Claim 23, the cited Raveis reference does not teach the claimed feature of "the contract comprises dynamic elements which can be unilaterally altered by either the seller or the buyer", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 23.

Further with respect to Claim 24 (and dependent Claim 26), the cited Raveis reference does not teach the claimed feature of "the product list filter is a dynamic element", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 24 (and dependent Claim 26).

Further with respect to Claim 25, the cited Raveis reference does not teach the claimed feature of "the contract is locked by the implementation of digital signatures", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 25.

Further with respect to Claim 26, the cited Raveis reference does not teach the claimed feature of "program code embodied in said medium for communicating the contract to the seller or to the buyer for amendment or approval", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 26.

Further with respect to Claim 27, the cited Raveis reference does not teach the claimed feature of "computer readable program code for receiving information from one of the seller and the buyer via a communications interface, wherein the communications interface displays selected information based on terms and conditions in the contract, and computer readable program code for referencing the terms and conditions of the contract to process the information", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 27.

Further with respect to Claim 29, the cited Raveis reference does not teach the claimed feature of "providing the contract with representation criteria comprising product selection criteria or products

exclusion criteria, or both, wherein the communications interface displays a filtered products list comprising a subset of products from a master product list", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 29.

Applicants initially traverse the rejection of Claim 30 (and dependent Claims 31-35) for similar reasons to those given above with respect to Claim 1.

Further with respect to Claim 31, the cited Raveis reference does not teach the claimed feature of "means for storing at least one product list filter for generating a list of a specified subset of products from a master list of products, and means for generating links between the product list filter, the terms and conditions set and the master list of products", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 31.

Further with respect to Claim 32, the cited Raveis reference does not teach the claimed feature of "the product list filter comprises a plurality of tiers, each tier generating a list of a different subset of products", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 32.

Further with respect to Claim 33, the cited Raveis reference does not teach the claimed feature of "the contract comprises dynamic elements which can be unilaterally altered by either the seller or the buyer", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 33.

Further with respect to Claim 34, the cited Raveis reference does not teach the claimed feature of "the product list filter is a dynamic element", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 34.

Further with respect to Claim 35, the cited Raveis reference does not teach the claimed feature of "the contract is locked by the implementation of digital signatures", nor has the Examiner alleged or established any such teaching. Thus, the Examiner has erroneously rejected Claim 35.

Therefore, the rejection of Claims 1-14, 16, 20-27 and 29-35 under 35 U.S.C. § 102(e) as being anticipated by Raveis has been overcome.

## IV. Conclusion

It is respectfully urged that the subject application is patentable over the cited references and is now in condition for allowance. The Examiner is invited to call the undersigned at the below-listed telephone number if in the opinion of the Examiner such a telephone conference would expedite or aid the prosecution and examination of this application.

DATE: September 14, 2007

Respectfully submitted,

/Wayne P. Bailey/

Wayne P. Bailey
Reg. No. 34,289
Yee & Associates, P.C.
P.O. Box 802333
Dallas, TX 75380
(972) 385-8777
Attorney for Applicants